

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF DELAWARE**

IN THE MATTER OF THE APPLICATION OF)	
DELMARVA POWER & LIGHT COMPANY FOR)	
APPROVAL OF MODIFICATIONS TO ITS GAS)	PSC DOCKET NO. 15-1355
COST RATES (FILED AUGUST 27, 2015)	

AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION

The Delaware Public Service Commission Staff ("Staff") and the Division of the Public Advocate ("DPA"), together the "Parties," have submitted, or will submit, certain discovery requests in this docket that seek access to information and documents that Delmarva Power & Light Company ("Delmarva" or the "Company") may consider confidential ("Confidential Information"). As used in this Agreement, the terms "Staff" and "DPA" include full-time or part-time employees and their attorneys.

To protect this Confidential Information, Delmarva and the Parties enter into this Agreement (the "Agreement"), and agree to be bound by the terms set forth herein, as follows:

1. The Company shall specifically identify information and documents that it considers confidential. Delmarva shall not apply a blanket label of confidentiality to entire pages of documents in which only portions of the material contained therein is confidential, but rather shall redact only that material on each page that Delmarva claims to be confidential.

2. All Confidential Information shall be treated as confidential and shall not be disclosed to any other person for any purpose whatsoever, except that representatives of Parties who have executed this Agreement may disclose such information and documents to any outside consultants ("Consultants") employed to provide consulting services regarding the captioned matter, provided that each Consultant, prior to the receipt of said Confidential Information, shall have signed a copy of this Agreement agreeing to maintain the confidentiality of said Confidential Information and shall have provided a copy of that signed agreement to Delmarva's counsel.

3. At the conclusion of this docket, Consultants shall return or destroy any and all Confidential Information protected by this Agreement.

4. No representative of any of the Parties may disclose any Confidential Information to any person who has not executed this Agreement. Other than Consultants described above, and members of Staff and DPA who are subject to 29 *Del. C.* §5806(g) with respect to all Confidential Information, the only individuals permitted to view Confidential Information will be the attorneys representing Parties in this docket who are either members of the Delaware Bar or who have been admitted *pro hac vice* in this proceeding. Other than Consultants described above, attorneys representing a party in this docket and members of Staff and DPA covered by 29 *Del. C.* §5806(g), any individual who wishes to view Confidential Information must (1) obtain written permission from counsel for the Company, (2) execute this Agreement, and (3) provide an executed copy of this Agreement to counsel for Delmarva before being permitted to review any Confidential Information.

5. To the extent that any portion of testimony pre-filed in this docket or of a transcript of an evidentiary proceeding discloses Confidential Information, the testimony or transcript shall be filed in two versions; one version containing the Confidential Information shall be placed under seal and a second version with the Confidential Information redacted shall be made available to the public.

6. Any document filed with the Commission or Staff containing Confidential Information shall be filed in two versions, one version containing Confidential Information shall be placed under seal and shall be open to inspection by only by those entitled by this agreement to view Confidential Information, the second version with the Confidential Information redacted shall be made available to the public.

7. If any Party disagrees with Delmarva about whether any information or documents are confidential or how the information or documents may be used consistent with the Agreement, such Party shall not use the information or documents that are the subject of the dispute, except in accordance with Paragraphs 2, 4, 5 and 6 above, until the dispute is resolved by the Hearing Examiner or the Commission. If a Party disagrees with Delmarva's designation of confidentiality with respect to any information, the disputing Party and Delmarva shall first make a good faith effort to reach an agreement on the dispute. If Delmarva and the disputing party are unable to reach an agreement, the disputing Party shall, within five (5) business days, file a motion with the Commission to challenge the confidentiality of the information. Delmarva shall have an opportunity to respond. Thereafter, the Parties shall request the Hearing Examiner to decide the dispute.

8. This Agreement shall be subject to any further protective orders issued in this proceeding.

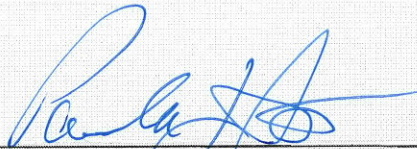
9. The terms of this Agreement shall be permanently binding and shall survive this docket.

10. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

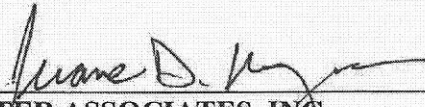
11. The signatories hereto represent that they have the authority to execute this Agreement on behalf of the party for whom they are signing.

[SIGNATURE PAGE FOLLOWS]

Date: 9-3-15

By: 
DELMARVA POWER & LIGHT COMPANY

Date: September 2, 2015

By: 
EXETER ASSOCIATES, INC.
Jerome D. Mierzwa